

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                      |   |                |                                     |
|--------------------------------------|---|----------------|-------------------------------------|
| SUBMISSION TYPE:                     | NEW ASSIGNMENT                            |                |                                     |
| NATURE OF CONVEYANCE:                | Security Agreement                        |                |                                     |
| CONVEYING PARTY DATA                 |   |                |                                     |
| Name                                 | Formerly                                  | Execution Date | Entity Type                         |
| WP PRISM INC.                        |   | 10/22/2010     | CORPORATION: DELAWARE               |
| BAUSCH & LOMB INCORPORATED           |   | 10/22/2010     | CORPORATION: NEW YORK               |
| B&L CRL, Inc.                        |   | 10/22/2010     | CORPORATION: DELAWARE               |
| B&L CRL Partners, L.P.               |   | 10/22/2010     | LIMITED PARTNERSHIP: DELAWARE       |
| B & L Domestic Holdings Corp.        |   | 10/22/2010     | CORPORATION: DELAWARE               |
| B&L Financial Holdings Corp.         |   | 10/22/2010     | CORPORATION: DELAWARE               |
| B&L SPAF Inc.                        |   | 10/22/2010     | CORPORATION: DELAWARE               |
| B&L VPlax Holdings, Inc.             |   | 10/22/2010     | CORPORATION: CALIFORNIA             |
| Bausch & Lomb China, Inc.            |   | 10/22/2010     | CORPORATION: DELAWARE               |
| Bausch & Lomb International, Inc.    |   | 10/22/2010     | CORPORATION: NEW YORK               |
| Bausch & Lomb Realty Corporation     |   | 10/22/2010     | CORPORATION: NEW YORK               |
| Bausch & Lomb South Asia, Inc.       |   | 10/22/2010     | CORPORATION: DELAWARE               |
| Bausch & Lomb Technology Corporation |   | 10/22/2010     | CORPORATION: DELAWARE               |
| Iolab Corporation                    |   | 10/22/2010     | CORPORATION: CALIFORNIA             |
| RHC Holdings, Inc.                   |   | 10/22/2010     | CORPORATION: DELAWARE               |
| Sight Savers, Inc.                   |   | 10/22/2010     | CORPORATION: DELAWARE               |
| Wilmington Management Corp.          |   | 10/22/2010     | CORPORATION: DELAWARE               |
| Wilmington Partners L.P.             |   | 10/22/2010     | LIMITED PARTNERSHIP: DELAWARE       |
| B&L Minority Dutch Holdings LLC      |   | 10/22/2010     | LIMITED LIABILITY COMPANY: DELAWARE |
| eyeonics, inc.                       |   | 10/22/2010     | CORPORATION: DELAWARE               |
| RECEIVING PARTY DATA                 |   |                |                                     |
| Name:                                | CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT |                |                                     |
| Street Address:                      | 11 Madison Avenue                         |                |                                     |
| City:                                | New York                                  |                |                                     |
| State/Country:                       | NEW YORK                                  |                |                                     |

OP \$140.00 85099269

TRADEMARK

900175411

REEL: 004308 FRAME: 0247

|              |                   |
|--------------|-------------------|
| Postal Code: | 10010             |
| Entity Type: | Bank: SWITZERLAND |

PROPERTY NUMBERS Total: 5

| Property Type  | Number   | Word Mark                                     |
|----------------|----------|---|
| Serial Number: | 85099269 | TRU-SIZE                                      |
| Serial Number: | 85115432 | IT'S NOT JUST YOUR ALLERGIES, IT'S YOUR EYES. |
| Serial Number: | 85119372 | CLENS   |
| Serial Number: | 85137840 | DON'T JUST SEE. SEE BETTER                    |
| Serial Number: | 85144066 | NATURELLE                                     |

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3016380511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.  
 Address Line 1: 21 Tadcaster Circle  
 Address Line 2: Attn: Penelope J.A. Agodoa  
 Address Line 4: Waldorf, MARYLAND 20602

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 36270                |
| NAME OF SUBMITTER:      | Penelope J.A. Agodoa |
| Signature:              | /pja/                |
| Date:                   | 11/01/2010           |

Total Attachments: 6  
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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2010 (the "Supplement") is by and between WP PRISM INC. ("Holdings"), BAUSCH & LOMB INCORPORATED (the "Parent Borrower"), certain Subsidiaries of the Parent Borrower from time to time party hereto (together with Holdings and the Parent Borrower, the "Grantors") and Credit Suisse AG (f/k/a Credit Suisse), as Administrative Agent for the Secured Parties.

WHEREAS, the parties hereto, have executed the Trademark Security Agreement dated as of October 26, 2007 (the "Trademark Security Agreement"), pursuant to which each Grantor grants to the Administrative Agent a security interest in certain Trademark Collateral (as defined therein), including those Trademarks set forth in Schedule I to the Trademark Security Agreement;

WHEREAS, the Grantors now wish to add to and supplement Schedule I of Trademarks to the Trademark Security Agreement; and

WHEREAS, capitalized terms used in this Supplement have the meanings specified or referenced in the Trademark Security Agreement;

NOW THEREFORE; for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Section 1. Grant of Security Interest.

(a) As security for the payment in full of the Obligations, each Grantor, pursuant to and in accordance with the Trademark Security Agreement and the Security Agreement referenced therein, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the Trademarks set forth in Exhibit A hereto (the "Additional Trademark Collateral"), which shall be deemed incorporated into and part of Schedule I of the Trademark Security Agreement.

(b) The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement and the Trademark Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

(c) Each of the Grantors authorizes and requests the filing and recordation of the security interest in the Trademarks listed in Exhibit A hereto with the United States Patent and Trademark Office.

Section 2. Termination. This Supplement and the security interest granted hereby shall terminate in accordance with the terms of the Trademark Security Agreement.


Section 3. Incorporation by Reference. The provisions of the Trademark Security Agreement are hereby incorporated by reference, and shall remain in full force and effect.

*[Signatures on following page]*

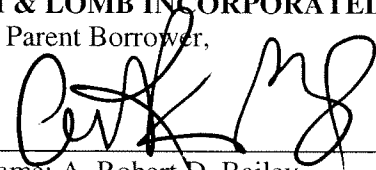
Supplemental Trademark  
Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

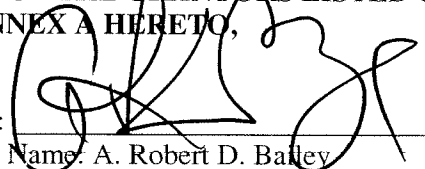
**WP PRISM INC.,**  
as Holdings

By:   
Name: Brian J. Harris  
Title: Corporate Vice President and Chief  
Financial Officer

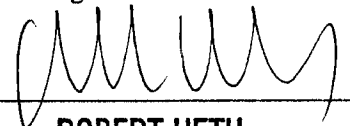
**BAUSCH & LOMB INCORPORATED,**  
as the Parent Borrower,

By:   
Name: A. Robert D. Bailey  
Title: Corporate Vice President, General Counsel  
and Secretary

**EACH OF THE GRANTORS LISTED ON  
ANNEX A HERETO,**

By:   
Name: A. Robert D. Bailey  
Title: Corporate Vice President, General Counsel  
and Secretary

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Administrative Agent**

By:   
Name: **ROBERT HETU**  
Title: **MANAGING DIRECTOR**

By:   
Name: **KEVIN BUDDHEW**  
Title: **ASSOCIATE**

## **Annex A**

### **List of Parent Borrower Subsidiaries that are Grantors**

1. B&L CRL Inc.
2. B&L CRL Partners L.P.
3. B & L Domestic Holdings Corp.
4. B&L Financial Holdings Corp.
5. B&L SPAF Inc.
6. B&L VPlex Holdings, Inc.
7. Bausch & Lomb China, Inc.
8. Bausch & Lomb International Inc.
9. Bausch & Lomb Realty Corporation
10. Bausch & Lomb South Asia, Inc.
11. Bausch & Lomb Technology Corporation
12. Iolab Corporation
13. RHC Holdings, Inc.
14. Sight Savers, Inc.
15. Wilmington Management Corp.
16. Wilmington Partners L.P.
17. B&L Minority Dutch Holdings LLC
18. eyeonics, inc.

## EXHIBIT A

(From July 23, 2010 through October 15, 2010)

### Trademarks, Service Marks, Trademark Applications and Trademark Licenses

#### I. Trademark Registrations

None.

#### II. Trademark Applications

| Mark (Profile Name)                          | Country Name                   | TM status      | Application # | App. Date |
|--|--------------------------------|----------------|---------------|-----------|
| TRU-SIZE                                     | United States of America (USA) | APPLC. PENDING | 85/099269     | 8/3/2010  |
| IT'S NOT JUST YOUR ALLERGIES, IT'S YOUR EYES | United States of America (USA) | APPLC. PENDING | 85/115432     | 8/25/2010 |
| CLENS (STYLIZED)                             | United States of America (USA) | APPLC. PENDING | 85/119372     | 8/31/2010 |
| DON'T JUST SEE. SEE BETTER.                  | APPLC. PENDING                 | APPLC. PENDING | 85/137840     | 9/24/2010 |
| NATURELLE                                    | APPLC. PENDING                 | APPLC. PENDING | 85/144066     | 10/4/2010 |